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ETIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

July 1, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease Termination and Amended and Restated Trust Indenture Supplement No. 1, dated as of July 1, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Indenture previously filed with the Commission under Recordation Number 19816 and 19816-A.

The names and addresses of the parties to the enclosed document are:

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Owner Trustee: Wilmington Trust Company, not in its individual
capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

Indenture Trustee: Wells Fargo Bank Northwest, N.A., (as
successor in interest to First Security Bank of
Utah)
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Chief, Section of Administration
July 1, 2010
Page 2

A description of the railroad equipment covered by the enclosed document is:

10 locomotives: AMTK 700 - AMTK 709.

A short summary of the document to appear in the index is:

Memorandum of Lease Termination and Amended and Restated Trust Indenture Supplement No. 1.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUL 01 '10 -11 00 AM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE TERMINATION AND AMENDED AND RESTATED TRUST INDENTURE AND SECURITY AGREEMENT AND INDENTURE SUPPLEMENT NO. 1, dated as of July 1, 2010, by and among NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*"), WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "*Owner Trustee*") under the Trust Agreement (Amtrak Trust 95-D), dated as of December 15, 1995 (the "*Trust Agreement*") and WELLS FARGO BANK NORTHWEST, N.A., a national banking association (as successor-in-interest to First Security Bank of Utah, National Association), as Indenture Trustee (together with any successor indenture trustee, the "*Indenture Trustee*" and together with Amtrak and Owner Trustee, the "*Parties*") Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 95-D) dated as of December 15, 1995 (the "*Lease*") and (ii) that certain Lease Supplement No. 1 (Amtrak Trust 95-D) dated December 19, 1995 ("*Lease Supplement No. 1*"), covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A (the "*Equipment*"), and all additions and alterations thereof, replacements thereof and substitutions therefor, a memorandum of which was recorded with the Surface Transportation Board (successor-in-interest to the Interstate Commerce Commission, the "*STB*") on December 19, 1995 at 12:35 p.m. under Recordation No. 19816,

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement (Amtrak Trust 95-D), dated as of December 15, 1995 (the "*Original Indenture*") and (ii) that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 95-D), dated December 19, 1995 ("*Original Indenture Supplement No. 1*"), covering the Equipment, a memorandum of which was recorded with the STB on December 19, 1995 at 12:35 p.m. under Recordation No. 19816-A,

WHEREAS, pursuant to the terms and conditions of the Operative Documents (as defined in the Lease) and an Omnibus Termination and Amendment and Restatement Agreement (Amtrak Trust 95-D), dated as of July 1, 2010 (the "*Omnibus Agreement*"), Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the Lease and Lease Supplement No. 1 shall be terminated, (ii) Amtrak shall assume the obligations of Owner Trustee in respect of the indebtedness that was issued under and secured by the Original Indenture (the "*Assumed Indebtedness*") and (iii) Owner Trustee's rights, interests, obligations and duties under the Original Indenture, Original Indenture Supplement No. 1 and any and all indebtedness created thereunder shall terminate;

WHEREAS, Amtrak and Indenture Trustee have entered into that certain Amended and Restated Trust Indenture and Security Agreement, dated as of July 1, 2010 (the "Indenture") and that certain Indenture Supplement No. 1 ("Indenture Supplement No. 1"), which (i) insofar as it relates to the Assumed Indebtedness and the Equipment, amends and restates the Original Indenture and the Original Indenture Supplement No. 1, (ii) provides for the issuance of new direct secured notes of Amtrak in replacement and cancellation of the secured notes issued under the Original Indenture, and (iii) subjects, *inter alia*, as hereafter described, Amtrak's right, title and interest in the Equipment to the lien of the Indenture,

WHEREAS, pursuant to the Indenture, Amtrak has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto Indenture Trustee, its successors and assigns, for the security and benefit of Note Holder from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of Amtrak in, to and under the following described property (as defined in the Indenture), rights, interests and privileges to wit:

(1) the Equipment and all replacements thereof and substitutions therefor in which Amtrak shall from time to time acquire an interest as provided herein, all as more particularly described in the Indenture Supplement No. 1, executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in this Indenture, and the interest of Amtrak in all records, logs and other documents at any time maintained by Amtrak with respect to the foregoing property,

(2) the Bill of Sale;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of Annex C of the Indenture;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Amtrak pursuant to any term of any Indenture Document and held or required to be held by Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

WHEREAS, the amendment and restatement of the Original Indenture and the Original Indenture Supplement No. 1, and the termination of the Lease and Lease Supplement No. 1, shall be effective as of the Closing Date (as defined in the Omnibus Agreement);

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the Assumed Indebtedness, and the respective interests therein of the Parties,

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee

By: 

Name:

Title:

Robert J. Perkins
Vice President

STATE OF Delaware)
COUNTY OF New Castle) SS.:

On this 24 day of June, 2010, before me personally appeared Robert J. Perkins to me personally known, who, by me being duly sworn, says that he/she is Vice President of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Patrick A. Kanar
Notary Public

My commission expires

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012



This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WELLS FARGO BANK NORTHWEST,
N.A. (as successor-in-interest to First
Security Bank of Utah, National
Association), as Indenture Trustee

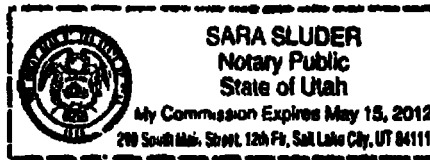
By: VTO
Name: Val T. Orton
Title: Vice President

STATE OF UTAH)
COUNTY) SS.:
~~OFF~~ OF SALT LAKE)

On this 25th day of June, 2010, before me personally appeared Val T. Orton ~~to me~~ personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of WELLS FARGO NORTHWEST, N.A., that the foregoing instrument was signed on behalf of said national banking association, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

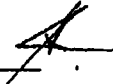
Sara Sluder
Notary Public

My commission expires
May 15, 2012



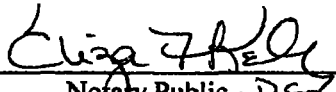
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein 
Name: Dale Stein
Title: Treasurer

DISTRICT OF COLUMBIA)
) SS.:)

On this 28 day of JUNE, 2010, before me personally appeared
Dale Stein, to me personally known, who, by me being duly sworn, says
that he/she is Treasurer of NATIONAL RAILROAD PASSENGER
CORPORATION, that the foregoing instrument was signed on behalf of said corporation by
authority of its board of directors, and he/she acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.



Notary Public, D.C.

My commission expires

My Commission Expires
July 31, 2014

Schedule A to
Memorandum of Lease Termination
and Indenture and Indenture
Supplement No 1

**DESCRIPTION OF UNITS-LOCOMOTIVES
(AMTRAK TRUST 95-D)**

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
Ten (10) General Electric AMD 110 AC Dual Mode Locomotives	700 through 709, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/1/10



Robert W. Alvord